

## LANDOWNER AGREEMENT FORM FOR THE DELIVERY OF ENVIRONMENTAL WATER TO TOOGIMBIE INDIGENOUS PROTECTED AREA

The NSW Office of Environmental and Heritage (OEH) together with the Commonwealth Environmental Water Holder (CEWH) plan to deliver up to 1500ML of environmental water in the 2016/17 water year to the Toogimbie IPA wetlands. By agreeing to receive environmental water the Nari Nari Tribal Council (NNTC) agrees to the following;

1. The landowner agrees to give the OEH permission to retain the combined approval associated with pumping and delivery channels, which will be used to deliver environmental water to the Toogimbie IPA wetlands.
2. The landowner gives OEH staff permission to access wetland sites for monitoring and educational purposes (OEH staff agree to provide two weeks' notice prior to accessing your property unless the matter is urgent in which case the landowner will be contacted and access negotiated as soon as practical). During any monitoring activity the landowner and NNTC employees are welcome to participate in activities.
3. The landowner will consult with OEH staff on an ongoing basis in relation to decisions on timing and pumping volumes. It is asked that NNTC keep a record of delivery dates, durations and volumes, including photographs of the water meter before and after pumping.
4. The environmental water allocation is to be managed independently of any other irrigation activities.
5. The landholder agrees that environmental water is not to be used for any other purpose if such a situation arises you will pay back, at the current market value, the environmental water allocation in full immediately including Water NSW transfer fees.
6. Any unused environmental water is to be transferred back to an account nominated by OEH.
7. The Landholder agrees where reasonably possible to exclude stock from wetlands during watering events and until the wetlands have dried.

Furthermore:

8. The NNTC will pump the 66ML that is owed from the 2015/16 water year in addition to the 1500ML that has been allocated for the 2016/17 water year.
9. OEH will reimburse NNTC reasonable electricity costs associated with the pumping of environmental water (these costs are approximately \$12 per ML but will be no more than a maximum of \$15 for every ML pumped) upon receipt of a tax invoice for the costs incurred only.

10. OEH will reimburse NNTC an additional cost per megalitre to the amount of \$10.40/ML for the first 500 ML pumped, thus equating to \$5,200 in total (this is in recognition to cover the cost of a culvert and slide gate purchased by NNTC for the purposes for the wetland watering project). For every megalitre delivered thereafter only the delivery cost will be covered by OEH (see point 9).
11. OEH will pay all fees and charges associated with the delivery of environmental water upon receiving a tax invoice.
12. OEH will not be burdened by any costs associated with pump repairs and/or maintenance.
13. OEH will not be burdened by any costs associated with channel maintenance and repairs due to the delivery of environmental water, including weed control and erosion control.

**The Landholder hereby agrees to the above mentioned conditions for receipt of environmental water for the nominated wetland(s).**

Name of Landholder	Nari Nari Tribal Council
Address of Property	

**I/we the Landholder agree to the above conditions for accepting environmental wetland water on the nominated landholding.**

Signed by Landholder \_\_\_\_\_

Date 6<sup>th</sup> March 2017

Signed by Paula D'Santos \_\_\_\_\_

Snr. Team leader, Environmental Water & Floodplains, SW  
Regional Operations, South Branch

Date \_\_\_\_\_